



## State Procurement Office

14th Floor Capitol Tower, 600 E Boulevard Ave Dept 012,  
Bismarck ND 58505-0310

A Division of the Office of Management & Budget

### Contract Information

<b>Term Contract Name:</b>	Paper: Cut Size Printing
<b>Term Contract Number:</b>	002
<b>Contract Period:</b>	06/01/2005 through 06/01/2007
	This is an EXTENDED contract.
<b>Contract Administrator:</b>	Dillys Bach
<b>Phone Number:</b>	701-400-4589
<b>Fax Number:</b>	701-328-1615

### Contractor Information

<b>Contractor Name:</b>	Cole Papers, Inc. 1300 38th Street NW PO Box 2967 Fargo, ND 58102
<b>Service Representative:</b>	Scott Kleinjan 3917 37th Street NW Mandan, ND 58554
<b>Toll Free Telephone Number:</b>	800-487-8221
<b>Telephone Number:</b>	701-663-8160
<b>Fax Number:</b>	701-663-8247
<b>Email Address:</b>	<a href="mailto:skleinjan@colepapers.com">skleinjan@colepapers.com</a>

### Freight Charges and Delivery:

**F.O.B. Delivery:** Deliveries are to be f.o.b. (f.o.b. delivered constitutes the items being placed on the loading or receiving platform or inside of an outside door of the using agency) any North Dakota location for orders of \$100.00 or more; shipping costs on orders of less than this amount shall be prepaid and added to the invoice.

**Delivery Time:** Delivery must be made within 14 days after receipt of the purchase order. If delivery requirements cannot be met within the specified time, the vendor must notify the ordering agency in writing of the delay and the approximate date delivery may be expected.

**Legislative Delivery:** The successful bidder will be required to stock three (3)

skids of 8.5"x11" white bond, 20 lb. Paper in Bismarck, ND during the legislative Session for immediate delivery upon request.

**Special Delivery Requests:** Should an agency require that stock be delivered beyond the defined f.o.b. delivery points; Cole Papers will assess a minimum delivery fee of \$25.00. This fee will cover delivery up to 25 cartons. Delivery charges in excess of 25 cartons will be \$1.00 per carton. Orders under \$100.00 will be sent freight prepaid and the cost of freight added to the invoice.

**Special Delivery requirement:** North Dakota State University in Fargo, ND requires deliveries twice daily and requires color copy paper delivered by the ream. The University of North Dakota in Grand Forks, ND requires daily deliveries.

**Pallet Size:** When delivering pallets to the North Dakota Capital Building, pallets are not to be larger than 36"x48".

**Cooperative Purchasing:** This contract is a cooperative effort between State Procurement and the North Dakota University System to combine similar products of common use items. The object of this contract is to have one central paper contract for the State of North Dakota. We have combined common use items and developed specifications that are in the best interest for all state entities of North Dakota. The following will be participating in this contract:

1. All state agencies in the executive branch;
2. The following institutions of higher education in the University System:
  - a. Bismarck State College (BSC) - Bismarck, ND;
  - b. Dickinson State University (DSU) - Dickinson, ND;
  - c. Lake Region State College –(LRSC) Devils Lake, ND;
  - d. Mayville State University (MSU) - Mayville, ND;
  - e. Minot State University (MiSU) - Minot, ND;
  - f. Minot State University (MiSL) - Bottineau, ND;
  - g. ND State College of Science (NDSCS) - Wahpeton, ND;
  - h. ND State University (NDSU) - Fargo, ND;
  - i. University of North Dakota (UND) - Grand Forks, ND;
  - j. Valley City State University (VCSU) - Valley City, ND.
  - k. Williston State College - Williston, ND;

**Escalator Clause.** The total bid price is to include all discounts and deductions, and is to be less federal and state taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the first 120 days of the contract period, after which time the contractor may submit a request for a price increase to the State Procurement Office. Requests for a price increase or decrease must include a copy of the manufacturer's official notice or other evidence that the increase or decrease is applicable to all customers. Price increases will become effective 30 days after receipt of the request, except that the state reserves the

right to accept or reject, within 30 days, or cancel the contract. All shipments are to be billed at prices in effect at the time of the order, not the date the shipment is made.

**Identification:** Each item shall be cut, long grain, labeled, and moisture-proof wrapped, all must be factory cut.

**Termination of Contract:**

The state reserves the right to terminate a contract in the event of:

- (1)a breach of contract or
- (2)a serious misrepresentation; or
- (3) bankruptcy; or;
- (4)fraud or;
- (5)collusion or;
- (6)other unlawful acts.

If the contract should be terminated for any of the above circumstance, the state reserves the right to withhold monies owed the contractor to compensate the state for damages suffered. The Attorney Generals office will be notified of such termination. (Ref. NDAC 4-03-13-01)

Also, the state reserves the right to terminate this contract at the request of any state agency and/or institution. This termination may be by section or by institution or by agency or in it's entity or a combination of those items listed. The agency and/or institution requesting termination must do so in writing, stating the reasons for termination and documentation. The written request and the documentation must be submitted to the management team for review and determination. If the decision is to terminate the vendor will given 30 days notice.

**Ordering and Billing Information:**

Orders will be issued by individual agencies and billings are to be submitted as indicated in the purchase orders. Since all billings, invoices and credits must be processed by individual agencies before payment is made, submission of these items to the State Procurement Office will only delay payment.

**Purchasing Cards:**

The procuring agency may place orders by issuance of a purchase order or may elect to place an order and make payment using a purchasing card. The contractor will accept a purchasing card without passing the processing fees for a purchase card back to the procuring agency.

**General Terms and Conditions:**

**Title:**

Title to items ordered shall not pass to the state until the items are received and accepted by the state. The contractor shall be responsible for any loss prior to

the actual receipt of the items by the state or its agent.

**Investigations:**

The state reserves the right to make an investigation or investigations of the materials, equipment, supplies, qualifications or facilities offered by the apparent low bidder or bidders. This investigation would be to determine whether or not the apparent low bidder or bidders could meet the requirements set forth in the solicitation.

**Material and Workmanship:**

All material and workmanship shall be subject to inspection and testing by the state either at: (1) the point of manufacture; or (2) place of storage; or (3) upon receipt.

**Pricing and Tax Information:**

**Pricing:** The price is to be less federal and state taxes, for which exemption certificates will be furnished upon request.

**Taxes:**

The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001.

The federal tax-free transaction number is 45-70-001K.

**PRICE LIST REVISED 08/25/2006**

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